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CERTIFIED-FILED FOR RECORD

Barbara J. Hall

Recorder of Deeds

St. Charles County, Missouri

BY:KAUERSWALD

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V-1
S-3

Title of Instrument: Restated And Amended Declaration Of Covenants And Restrictions For West Hampton Woods

Date of Instrument: 16 July 2011

Grantor: West Hampton Woods Home Owners Association

Grantee: West Hampton Woods Home Owners Association

Grantee's Mailing address: 311 Hampton Ridge Dr., Wentzville, MO 63385

Legal Description: West Hampton Woods Home Owners Association Not For Profit Corporation

Book(s) and Page(s) Affected: an original Declaration of Covenants and Restrictions for West Hampton Woods was entered into on December 1, 2004, and recorded in Book 4044, Page 907 in the Office of the Recorder of Deeds for St. Charles County, Missouri; and thereafter, the original Declaration of Covenants and Restrictions for West Hampton Woods was amended by that Amendment dated June 10, 2005, and recorded in Book 4280, Page 56 in the Office of the Recorder of Deeds for St. Charles County, Missouri; and was further clarified by that certain Clarification of Property Subject to Declarations of Covenants and Restrictions, dated January 17, 2006, and recorded in Book 4400, Page 1336; as further amended by that certain Amendment dated March 14, 2006, and recorded April 7, 2006 in Book 4455, Page 82; as further amended by that certain Amendment dated September 19, 2006, and recorded October 2, 2006 in Book 4590, Page 2441; as further amended by that certain Amendment dated September 27, 2007, and recorded May 8, 2008 in Book 4984, Page 1710 (as amended, the "Original Declaration")

This Is The First Page Of The Attached Document. DO NOT REMOVE



RESTATED AND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEST HAMPTON WOODS

THIS AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEST HAMPTON WOODS (this "Declaration") is made and entered into as of the 16th of July, 2011; by and among the undersigned Board of Directors pursuant to the approval of Fifty-One percent (51%) of all Owners of the fee simple title to the Lots, in accordance with Article IX, Section 5 of the original Covenants. On 16 July 2011, the Home Owners Association of West Hampton Woods had tallied forty (40) votes for the amendment (52%) and zero (0) votes against the amendment.

WITNESSETH:

WHEREAS, an original Declaration of Covenants and Restrictions for West Hampton Woods was entered into on December 1, 2004, and recorded in Book 4044, Page 907 in the Office of the Recorder of Deeds for St. Charles County, Missouri; and

WHEREAS, thereafter, the original Declaration of Covenants and Restrictions for West Hampton Woods was amended by that Amendment dated June 10, 2005, and recorded in Book 4280, Page 56 in the Office of the Recorder of Deeds for St. Charles County, Missouri; and was further clarified by that certain Clarification of Property Subject to Declarations of Covenants and Restrictions, dated January 17, 2006, and recorded in Book 4400, Page 1336; as further amended by that certain Amendment dated March 14, 2006, and recorded April 7, 2006 in Book 4455, Page 82; as further amended by that certain Amendment dated September 19, 2006, and recorded October 2, 2006 in Book 4590, Page 2441; as further amended by that certain Amendment dated September 27, 2007, and recorded May 8, 2008 in Book 4984, Page 1710 (as amended, the "Original Declaration"); and

WHEREAS, Frank Jackson of the West Hampton Woods Board of Directors requested a Home Owners meeting to elect 2 Home Owners to the West Hampton Woods Home Owners Association Board of Directors on June 23, 2008; pursuant to the Covenants, a meeting notice including the election in the agenda was sent to all homeowners. On June 23, 2008 the Home Owners of West Hampton Woods elected Sarah Seiz and Eric Johnson as Directors to the Home Owners Association, and

WHEREAS, the developer lost its rights to govern over West Hampton woods when the first Board of Directors was elected pursuant with Article IX, Section 5 of the original Covenants which stated, "The Developer and/or Stan Siegfried shall have the authority to, add to or change this Declaration of Covenants and Restrictions in whole or in part until the first Board of Directors have been elected to office." and Article III, Section 2 of the original Covenants which stated, "After the Developer has called the election for the Board of Directors pursuant to Article V, Section 2, the Association shall have one class of voting membership. Members shall be all those owners as defined in Section 1." and

WHEREAS, the West Hampton Woods Home Owners Association upholds that any amendment filed by any party outside of the West Hampton Woods Home Owners Association, in accordance with Article IX, Section 5 of the original Covenants, is not a valid amendment and will not be allowed, executed, or recognized by the West Hampton Woods Home Owners Association.

NOW, THEREFORE, the West Hampton Woods Homeowner's Association declares that: (i) the real property described in Article I is and shall be held, transferred, sold, conveyed and occupied subject to covenants, restrictions, easements, charges and liens set forth in this Declaration and any restrictions set forth in the Rules and Regulations defined herein (sometimes collectively referred to as "Covenants and Restrictions"); and (ii) that the Declaration is hereby restated and amended as hereinafter set forth.



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In accordance with Article IX – General Provisions, Section 5. Amendments; the West Hampton Woods Home Owners Association hereby signs this amendment pursuant to the resolution so voted upon and passed.

Sarah Seiz

Sarah Seiz
President

8-26-11

Jim Miller

Jim Miller
Treasurer

August 10 - 2011

Joe Knoernschild

Joe Knoernschild
Secretary

August 09, 2011
~~*August 9*~~ *9/9/11 PM*
Joseph Knoernschild

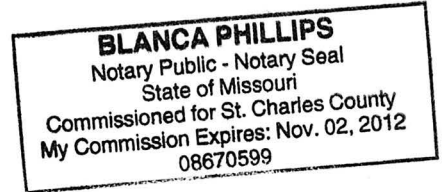
SWORN TO BEFORE ME AND
SUBSCRIBED IN MY PRESENCE
THIS 9 DAY OF *Sept*, 2011
NOTARY PUBLIC

Blanca Phillips

Karla D. Welch



KARLA D. WELCH
My Commission Expires
September 23, 2012
St. Charles County
Commission #08642473



8-26-2011 Notarized Sarah Seiz



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ARTICLE I – Definitions, Existing Property, References, and Terms

SECTION 1: Definitions – The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1. Assessment Year – Shall mean January 1 through December 31.
2. Association – shall refer to the West Hampton Woods Homeowner’s Association.
3. The Properties - shall mean and refer to all such properties and additions thereto, as are subject to this Declaration.
4. Lot – shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties that does not contain a Living Unit; with the exception of Common Ground.
5. Living Unit - shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties that contains any portion of a building designed and intended for use and occupancy as a residence by a single family; which has been issued an occupancy permit. All Living Units shall be subject to the annual assessment. Any building, situated on The Properties, in the process of being built does not constitute a living unit unless such building has been issued an occupancy permit.
6. Home Owner - shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Living Unit situated upon The Properties, but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired, title by foreclosure.
7. Member – shall mean and refer to all those Home Owners who are voting members of the Association as provided in ARTICLE II.
8. Common Ground – shall mean all real properties and the improvements owned by or to be maintained by the Association for the common use and enjoyment of the members of the Association including but not limited to all streets and cul-de-sacs which shall be private or public and other properties which have been designated. This includes, but is not limited to all common ground and easements, common element drainage and storm water detention, streetlights, and entrance monuments.
9. Builder – shall mean any residential home builder who has the express purpose of developing and erecting a Living Unit.
10. Bank – shall mean The Private Bank and its related entity, Trustco, LLC, both individually and collectively.
11. Existing Property – All lots and ground situated upon the plat of WEST HAMPTON WOODS as recorded in Plat Book 41, Page 294, and Plat Book 45 Pages 49-52 of the St. Charles County Recorder's Office, State of Missouri, which exact legal description attached hereto as Exhibit “A” and incorporated more fully by reference.
12. Majority Vote – Fifty percent (50%) of all the votes of membership shall constitute a Majority Vote.

SECTION 2: Addition to Existing Property – No further additions of land shall be added to Section 1 of Article II herein except by an instrument signed by the Association pursuant to a resolution passed and approving said addition to Existing Property by a majority of the record owners of the fee simple title of the lots of record at the time such addition is proposed. The foregoing notwithstanding, the Association is authorized and empowered to cooperate and contract with any developer of adjoining or nearby tracts or with the City of Wentzville in connection with the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area. The terms “Properties,” “Lots” and similar terms used in this Declaration shall include any new or additional real properties permitted to join into, receive the benefits of, and become subject to the Restrictions.



SECTION 3: References Made Herein – All references made to Articles, Sections, or numbered lists in these Declarations shall be understood to be referencing Articles, Sections or numbered lists within this document unless said reference(s) refers the reader to another document. Therefore, the words “herein” will not be used after such reference since this Section defines them as being part of these Declarations.

Section 4: Home Owners Association – The terms “Home Owners Association” and “Association” shall be interchangeable in this Declaration.

ARTICLE II – Membership and Voting rights

SECTION 1: Membership – Every Home Owner of a Living Unit shall be a member of the Association. However, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

SECTION 2: Voting Rights – The Association shall have one class of voting membership. Members shall be as defined in Article II, Section 1. Members shall be entitled to one vote for each Living Unit for which they are the Home Owner. When more than one person holds such interest or interests in any Living Unit all such persons shall be members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit. Nor shall there be any division of any single vote.

ARTICLE III – Board of Directors

SECTION 1: Number and Term – The Board of Directors shall be made up of a President, Treasurer, and Secretary. Each member shall serve a one (1) year term.

SECTION 2: President - The Presidents duties shall include the following: Preside over all board meetings, execute all board and member decisions, and execute unbiasedly the covenants and restrictions so required herein.

SECTION 3: Treasurer – The Treasurer shall keep all financial records and books of account and manage the budget. This shall include the management and payment of all Association related bills.

SECTION 4: Secretary – The Secretary shall keep minutes of all meetings of the Board and of the voting members.

SECTION 5: Purpose of the Board – The purpose of the board of directors is to run the Home Owners Association and make decisions thereof that protect and benefit the members. This shall include the upkeep of insurance, upkeep of the pool, enforcement of these Declarations without prejudice, and maintenance of the common ground. The board of directors shall also hear all member complaints and respond accordingly.

SECTION 6: Annual Meetings – The Board of Directors shall call for an annual meeting of the Home Owners in the Month of March.

SECTION 7: Board Meetings – The board of directors may meet any time one of the members of the board calls a meeting provided that the meeting shall have a minimum notice of at least 2 days prior to the meeting; unless all members of the board agree to waive this requirement for the said meeting. All members of the board shall be present at a called meeting. If all members of the board are not present at a



meeting, the meeting shall be rescheduled until such time as all members can attend in person or via a telephone call.

ARTICLE IV – Elections

SECTION 1: Notice to Recruit – Twenty (20) days prior to any election, the Board shall send to all members a notice to recruit all those who are interested in running for the Board of Directors. All interested Members shall submit their name and address to the Board of Directors. The Board of Directors shall ensure that all interested persons are Members as defined herein and that no more than one person from each Living Unit is listed. The form due date shall be 10 days later.

SECTION 2: Notice to Elect – The Board of Directors shall compile the list of running Members. The Board of Directors shall send out a notice of election to all Members listing those who are running for the board and provide each member three (3) votes to vote for 3 Members. These ballots shall be returned to the board within 15 days.

SECTION 3: Tallying of Votes – When utilized, the Board of Directors shall use the currently contracted Management Company to tally all votes. Otherwise, the Board shall meet at a Formal Meeting where all Board Members are present to tally the votes.

SECTION 4: Elected Members – The person receiving the most votes shall be the new President. The person receiving the second most votes shall be the new Treasurer. The person receiving the third most votes shall be the new Secretary. The Board of Directors shall notify the Members, in writing, announcing who the new Board of Directors are.

SECTION 5: Transfer of Power – The current Board of Directors shall schedule a meeting to transfer power to the newly elected Board of Directors on or before the date the new Members take control. The current Board shall transfer all paperwork, electronic files, financial records, Home Owner's Association Property, and other records to the new Board of Directors. The current Board of Directors shall also provide any information or offer discussion on how to run a not for profit Corporation in the State of Missouri.

ARTICLE V – Amendments

SECTION 1: Home Owner Proposed Amendment – Any Home Owner may propose an amendment. The Home Owner shall be responsible for all printing costs as well as for delivery of the Amendment. The voters shall deliver their vote of the amendment to the President of the Home Owners Association. The Board of Directors and the Home Owner who proposed this amendment shall meet to tally the votes. If the Amendment receives the majority of votes, as defined in Article I, Section 1, the amendment shall be considered as passed. In the case where the amendment levies new requirements on the Home Owners, the Board of Directors shall review the amendment with a Lawyer in accordance with Article V, Section 3 and publish the Amendment in accordance with Article V, Section 4.

SECTION 2: Board of Directors Proposed Amendment – The Board of Directors may propose an amendment at any time. The Association shall be responsible for all printing costs as well as for delivery of the Amendment. The voters shall deliver their vote of the amendment to the President of the Home Owners Association. The Board of Directors shall meet to tally the votes. If the Amendment received the majority votes of the Home Owners than it passed, the Board of Directors shall file the amendment in accordance with Article V, Section 4.



SECTION 3: Lawyers Review of Amendment – The board shall submit the amendment to an attorney to ensure said amendment is allowable. If the amendment is deemed allowable, the board shall proceed with the filing of the Amendment in accordance with Article V, Section 4.

SECTION 4: Filing of Amendment – When an amendment is passed, as defined in Article V, Sections 1, 2, and 3, the Board shall sign the amendment. The Board of Directors shall then file the signed amendment with Recorder of Deeds of St. Charles County, Missouri. This procedure shall apply to all amendments except for annual and special assessments in Article IV, Section 3-6, which procedures for said assessment shall so apply.

ARTICLE VI – Assessments

SECTION 1: Creation of the Lien and Personal Obligation of Assessments – Each Home Owner of a Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges
2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as herein after provided.

The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property when such assessment is made in accordance with Article VI. Each such assessment, together with the cost of collections thereof as hereinafter provided, shall be the personal obligation of the person who was the Home Owner of the Living Unit at the time when the assessment fell due.

SECTION 2: Annual Assessment – Until such time as one hundred (100) lots have been sold, the annual assessment shall be \$300 per Living Unit per year. After one hundred (100) lots have been sold, the annual assessment shall be \$250 per Living Unit per year. The annual Assessment may be adjusted by vote of the Members.

SECTION 3: Special Assessments – The Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Ground, or any such legal fees provided that any such assessment shall have the assent of the Majority Vote, as defined in Article I, Section 1, of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

SECTION 4: Purpose of Assessment – The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of any Common Ground, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. This includes, but is not limited to streetlights, entrance monuments, the common ground and the common elements.



SECTION 5: Assessment Due Date – The annual assessment shall be due on or before March 1 of each and every year. The first annual assessments for each Living Unit shall be made for the balance of the calendar year on a prorated basis and shall become due and payable on the day fixed for closing

SECTION 6: Exempt Property – The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

1. All properties to the extent of any easement of other interest therein dedicated and accepted by the local public authority and devoted to the public use except for the lots that may have easements in it.
2. All Common Ground as defined in Article I, Section 1
3. All properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption.
4. All Lots as defined in Article I, Section 1

ARTICLE VII – Architectural Control Board

SECTION 1: Architectural Control Board – The Architectural Control Board shall be run by the Board of Directors until such time as the Board determines that a sub-board shall be formed. The sub-board shall consist of three (3) persons appointed by the Board of Directors.

SECTION 2: Review by Committee – No building, fence, wall, other structure, construction or reconstruction of any kind shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Board. The Architectural Control Board shall have thirty (30) days to review and approve the submitted plans. If the Architectural Control Board requires additional information, the thirty (30) day period specified shall not apply; the thirty (30) day period will restart at the date of submittal of the additional information. In the event the Architectural Control Board fails to approve or disapprove the submitted plans with in the thirty (30) day period, the plans shall be approved by default and no further action by the board will be required; however, if any part of the plan violates any requirement stated in this covenant, that part of the plan shall not be approved. Further, these indentures do not provide the Architectural Control Board nor the Board of Directors authority to deviate from any requirement listed in these indentures.

SECTION 3: Submittals to Architectural Control Board – The following shall be the minimum requirements for review by the Architectural Control Board.

1. New house plans; house additions:
 - a) Two full sets of architectural plans;
 - b) Color sheet describing materials and colors for shingles, brick, trim, siding, etc.;
 - c) Plot plan showing lot, house, and major improvements; and
 - d) Other information as may be deemed necessary.
2. Decks, walls, pools, fences, other improvements
 - a) Two sets ;of drawings of proposed improvements drawn to scale;
 - b) Color sheet;
 - c) Plot plan; and
 - d) Other information as may be deemed necessary.



SECTION 4: Design Standards – The Architectural Control Board shall use the following design standards when reviewing land use permit applications in planned districts. The Architectural Control Board shall not approve anything that violates any part of this Covenant.

1. Permissible Building Materials – All buildings shall have exterior material of brick, stucco, textured Masonite, stone masonry, aluminum or steel siding, vinyl siding, painted wood or a material that simulates painted wood.
2. Prohibited Building Materials – No new building and no remodeled, enlarged or diminished building shall have an exterior material of metal (other than aluminum or steel siding), smooth Masonite, permastone, concrete, cinder block, glass block, plywood or half timber unless reviewed and approved as part of an Area Plan.
3. Building Colors – Building colors, except for trim colors, shall blend in with and be complimentary to the surrounding homes and be earth tones, white or similar suitable colors. Earth tone colors shall be defined as: beige, cream, dark brown, off-white, pale yellow, tan and taupe brown.
4. Trim Colors/Window Colors – Trim colors and the colors of window frames shall be earth tones, white or a color that clearly complements the main color of the building.
5. Residential Front Façade – A minimum of fifty percent (50%) of the front facade of every residential building shall be comprised of brick, stucco or stone masonry, unless alternative material is approved by the Architectural Review Commission based on the design of the structure. All dwellings shall present a good, well-maintained frontage, harmonious in design to the surrounding neighborhood.
6. Residential Roofs – The roof of any residential dwelling shall be covered by slate, tile, cedar shake, fiberglass, or asphalt shingles. New roofs shall match the average pitch of the existing roofs in West Hampton Woods. The word “average, as used in 6. Residential Roofs shall mean the summation of all the roof pitches divided by the number of roofs to find the average roof pitch existing in The Properties.
7. Garages – All garages for single-family detached dwellings shall be side-entry or front-entry. Garages for all other land uses may be front, side or rear-entry. Garages should conform architecturally to the house and its environments.
8. Driveways – Any driveway located within ten (10) feet of a driveway on an adjoining Living Unit shall be at an elevation not exceeding one (1) foot in vertical rise for every three (3) feet of horizontal distance from the adjacent driveway. Driveways and parking pads shall consist of only stabilized surfaces such as asphalt or concrete.
9. Foundations – Concrete foundations shall be covered with a permissible building material so that no more than twelve (12) inches in height of the concrete of any building shall be visible.
10. Walkways – All walkways shall consist of stone, brick or concrete. Asphalt walkways are expressly prohibited.
11. Sod Required – Sodding shall be required on steep slopes of 3:1 or greater pitch. Sodding shall be required on all storm water runoff areas. Except, however, that sod shall not be required for areas of the site which have a slope exceeding a 3:1 prior to site development and which will remain in an undisturbed natural state. All residential front yards shall be sodded to the building line.
12. Tree Requirement – See The Municipal Code of the City of Wentzville, Title IV. Land Use, Chapter 410: Subdivision Regulations, Article V. Subdivision Design Standards, Section 410.330: Landscape Plan Requirements, A. Required Street Trees.
13. Building Plan – Each Builder shall be responsible for selecting plans which complement the current architectural style of the existing neighborhood. The Architectural Control Board will review each plan for said complimentary style and shall deny any building plan that does not meet the said complimentary style as defined herein.



SECTION 5: Preapproval of Builder's Plans –The Architectural Control Board, at their discretion, may pre-approve Builder's existing plan(s) and elevation(s), provided any such plan is made in accordance with the requirements of Article VII.

ARTICLE VIII – Use Restrictions

SECTION 1: General Provisions – All of the Existing Property including all streets and roadways within the subdivision, and all additional lands which shall be subject to this Declaration under Article II, shall be subject to the following use restrictions:

1. Land Use – No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Board.
2. Obstruction of Traffic – No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no living tree of a diameter of more than four inches measured two feet aboveground level, lying outside the approved building or driveway shall be removed without the approval of the Architectural Control Board.
3. Nuisances – No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Living Unit or other parcel.
4. Grades – Within any slope control area established upon development of The Properties, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each Living Unit shall be maintained continuously by the Home Owner. The slope control areas of each Lot shall be maintained by the respective owner. The only exception shall be for those improvements for which public authority or a utility company is responsible.
5. Fences – No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of The Properties or a Living Unit unless approved by the Architectural Control Board. No chain link fences shall be allowed. Fences must be made of vinyl, wrought iron or aluminum simulated. Invisible fences may be permitted with the Association's approval. No fence shall be higher than 48", with a minimum open space between pickets being at least 3" regardless of picket and the fence must be installed with good side out. Permitted fences (if any) shall be maintained in compliance with City ordinances. The decision of the Home Owners Association to approve or reject a fence shall be conclusive. Nothing herein contained shall prevent placement of fences by the Association on the Common Ground or as required by Wentzville ordinances. The approval of any fence by the Association shall not constitute a precedent for other such structures, and each instance will be determined on a case-by-case basis.
6. No Commercial Activities – No commercial activity of any kind shall be conducted on any Lot, in any Living Unit, on the Common Ground, or any street or roadway within the subdivision, other than house occupations approved by the City of Wentzville. Builders who desire to establish a model home upon any Lot may do so only after receiving approval from the Architectural Control Board in accordance with Article VII, Section 1.23.
7. Livestock – No hogs, cows, goats, birds, livestock or animals of any kind, other than domestic pets as defined in Article VII, Section 1.8. For further restrictions, reference The Municipal Code of the City of Wentzville, Title II. Public Health, Safety, and Welfare, Chapter 205: Animal Regulations, Article I. In General, Section 205.040: Keeping of Livestock.
8. Pets – All pets with vicious propensities shall be prohibited from The Properties. No more than three dogs, cats, or other such pets shall be kept or maintained in or on any Living Unit or Lot.



- For other restrictions see, The Municipal Code of the City of Wentzville, Title II. Public Health, Safety, and Welfare, Chapter 205: Animal Regulations.
9. Parking of Motor Vehicles, Boats and Trailers – No trucks or commercial vehicles, boats, house trailers of every other description shall be permitted to be parked or to be stored on any Living Unit, street or roadway within the subdivision unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Board except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pickup, deliver, and other commercial services for a period not to exceed twenty-four (24) hours. No inoperable vehicles or apparatus may be kept, maintained or repaired anywhere in the subdivision.
 10. Overhead Wiring – No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on The Properties without the consent in writing by the Architectural Control Board established hereby and with the approval of the County Planning and Zoning Commission. Approval of the County Planning and Zoning Commission without the approval of the Architectural Control Board shall not constitute approval.
 11. Laundry Poles – No permanent poles for attaching wires or lines for the purpose of handling laundry thereupon shall be erected, installed, or constructed on any Living Unit.
 12. Antennas – No outside radio antenna, television antenna or satellite dish shall be erected, installed or constructed on any Living Unit, without written consent of the Architectural Control Board.
 13. Fuel Tanks – No fuel tank or container of any nature shall be placed, erected, installed or constructed on any Living Unit.
 14. Temporary Structures – No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or shed shall be built or placed upon any Living Unit without submitting to the Architectural Control Board plans and specifications in writing and receiving approval by the Architectural Control Board. No such structure shall be used as a residence, either permanently or temporarily.
 15. Signs –
 - a. Construction Signs At Front Of Subdivision Entrance: No builder or other entity may erect a Residential construction project sign, advertisement or billboard of any type at the subdivision entrance or any other area within the subdivision. This requirement is identical to that of The Municipal Code of the City of Wentzville, per Bill Number 3277, Title IV. Land Use, Article XIV, Signs, Section 405.620, Section 1; however, elimination or modification of the referenced code shall not eliminate the restrictions established in Article VIII Section 1.15.a.
 - b. Property Real Estate Sign: The Home Owner of a Living Unit or owner of a Lot shall be allowed to post one (1) sign not exceeding six (6) square feet in size per face. This requirement is identical to that of The Municipal Code of the City of Wentzville Section 1, Title IV. Land Use, Article XIV, Signs, Section 405.620; however, elimination or modification of the referenced code shall not eliminate the restrictions established in Article VIII Section 1.15.b.
 - c. Special Displays or Temporary Signs: No Builder or other entity shall be allowed to attach banners on buildings fronting a public street, post signs announcing openings, erect any type of temporary sign, or post any other signs other than those specifically allowed in Article VII, Section 1.15.b. These requirements come from The Municipal Code of the City of Wentzville, Section 1, Title IV. Land Use, Article XIV, Signs, Section 405.630: Special Use Signage, Section B. 1; however, elimination or modification of the referenced code shall not eliminate the restrictions established in Article VIII Section 1.15.c.
 16. Drilling and Quarrying – No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Living Unit or Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Living Unit or Lot.



- No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Living Unit or Lot.
17. Dumping of Rubbish – No Living Unit or Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers, or incinerators or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition and out of view from the front of the Living Unit or Lot, except for the day of trash pickup.
 18. Sewage Disposal – No individual sewage treatment system shall be permitted on any Living Unit or Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.
 19. Water Supply – No individual water system shall be permitted on any Living Unit or Lot.
 20. Utility Easements – Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded plats. Such easements shall include the right of ingress and egress for construction, installation and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Living Unit or Lot shall be maintained continuously by the Home Owner or Owner respectively of the Living Unit or Lot.
 21. Care and Appearance of Premises – The structures and grounds on each Living Unit shall be maintained in a neat and attractive manner. The Association shall have the right, upon thirty (30) days' notice to the Home Owner of the Living Unit involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Home Owner, at the expense of the Home Owner, to remove trash or rubbish, or unsightly items and to cut grass, weeds, and vegetation and to trim or prune any hedge or other planting that in the opinion of the Board of Directors of the Association, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining properties or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Board of Directors of the Association to keep such property in neat and good order all at the cost and expense of the owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand; if not paid within ten (10) days thereof then they shall become a lien upon the property affected, equal to priority to the lien provided for in Article X, Section 2 and collected as stated therein.
 22. Building Materials – No building materials shall be buried within the subdivision. All trash shall be hauled off site and disposed of in proper disposal facilities.
 23. Builder Model Homes – Upon the approval by the Architectural Control Board, a Builder may establish a maximum of two (2) model home(s) for a period of one (1) year, unless such period is otherwise extended by the Association. A Builder may use its model home to conduct business pertaining to the selling of homes on the available Lots in West Hampton Woods. Model homes shall adhere to all restrictions as governed herein including the use of signs and fences. Model homes shall be constructed identically to the home for which the model is showcasing except that the garage may be converted to an office. The driveway shall be constructed in accordance with the requirements of this Declaration. No parking lots or other areas shall be permitted to be built. In the event the Architectural Control Board denies the requested extension for the period of the Builder's model, the Builder shall convert said model to a livable establishment and shall list and market said model for sale. No signs may be posted on the lot for which the Builder builds a model home except those signs established in Article VIII Section 15. (Note: The purpose of



Article VIII Section 1.23 is to protect the members to the fullest extent possible from possible problems a Builder's model could create).

24. Solar Panels or Windmills – No Solar panels, windmills, or other energy producing apparatuses shall be erected or installed on The Property.

SECTION 2: Provision Applicable to Lots Designated for Single-Family Dwellings – Any Lot subject to this Declaration designated on a recorded plat for single-family dwelling purposes shall be subject, in addition to the General Provisions, to the following use restrictions:

1. Land Use: None of said Lots may be improved, used or occupied for other than private and single family residence purposes (except for approved model homes) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family.
2. Height Limitation: Any residence erected on any of the Lots shall not be more than two (2) levels in height above ground, provided, that a residence more than two (2) stories in height may be erected on any said lot with the written consent of the Architectural Control Board.
3. Minimum Building Size Requirements: Any residence must conform to the following minimum enclosed floor area. The words "enclosed floor area" as used herein shall mean and include any residence enclosed and finished for all year occupancy, computed on outside measurements of the residence and shall not mean or include any area of the basement, garage, porch, or attic.
 - a) Ranches or ranch atriums: 1,800 square feet; and
 - b) Two stories or one and a half stories: 2,400 square feet.
4. Building Lines: No part of any residence shall be located on any Lot nearer to the front street or the side street that is the front building line or the side building line shown on the recorded plat; nor shall any part of any residence be located on a lot nearer than ten (10) feet to the side property line nor nearer than twenty-five (25) feet to the front or rear property line. However, a residence or part of any residence may be located on any Lot nearer than the said building line shown upon said plat with the written consent of the Architectural Control Board and with approval of the City of Wentzville or other appropriate governmental body. Provided, however, the following enumerated parts of any residence may project over the above described front, side and rear lines, for the distance shown, to-wit:
 - a) Window Projections: Bay, bow, or oriel, former and other projecting windows not exceeding one story in height may project not to exceed two (2) feet;
 - b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections for purely ornamental purposes, may project a distance not to exceed two (2) feet; and
 - c) Vestibule Projections: Any vestibule not more than one (1) story in height may project a distance not to exceed two (2) feet.
5. Uncompleted Structures: No residence shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. The outside exterior walls and trim shall be completely finished within one hundred twenty (120) days.
6. Garages: All garages must be a minimum of a three-car garage and must be attached to the main dwelling house. All garages facing any street must be equipped with doors which shall be kept closed as much as practical to preserve the appearance of the elevation of the house fronting on the street. No carports shall be allowed.
7. Frontage: All dwelling houses shall front on the street on which it is located as shown on the recorded plat. Dwelling houses located on corner lots shall front or present a good frontage on both streets unless otherwise approved by the Architectural Control Board.



8. Yard Finishing: All front yards shall be sodded within thirty (30) days from occupancy (weather permitting). Any Lot not built upon by lot purchaser after 180 days of purchase shall be graded, seeded, mulched, and maintained by Lot Owner.
9. Exteriors: All exterior siding or brick must be installed within eighteen (18) inches of grade.
10. Swimming Pools: No above ground swimming pools shall be allowed.

ARTICLE IX – Easements

SECTION 1: Easement for Landscaping and Related Purposes – There shall be and is hereby reserved to the Home Owners Association a perpetual and exclusive easement over all Living Units or Lots, or any Common Area or Community Facility, for a distance of ten (10) feet behind any lot line which parallels a street (whether it be public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping.

Article X – Leans

SECTION 1: Violations and Penalties – Any Home Owner that is found in violation of any term or condition of this Declaration will have thirty (30) days to cure the violation or violations after notification's in writing by the Board of Directors. If the violation is not remedied within that period, the Home Owner or Lot Owner shall be charged an assessment of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month per violation. If payment is not received within fifteen (15) days of the end of the one (1) month period, the assessment will become a lien on the Living Unit and is subject to the same terms and conditions as in Article X, Section 2.

SECTION 2: Effect of Non-Payment of Assessment of Lien – If the assessments, as defined in Article VI, or liens are not paid within 30 days from the date when due (being the dates specified or time period specified in Article VI, Section 5, then such assessment shall become delinquent. The delinquent payment, applicable interest at a rate of eighteen percent (18%) per annum, and cost of collection shall collectively become a continuing lien on the Living Unit which shall bind such Living Unit in the hands of the then Home Owner, his heirs, devisees, personal representatives and assigns.

The Association may bring an action at law against the Home Owner personally obligated to paying the same or to foreclose the lien against the Home Owner personally obligated to pay the same or to foreclose the lien against the Living Unit, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest of the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 3: Subordination of the Lien to Mortgages – The lien of the assessments as defined in Article X, Section 2, shall be subordinated to the lien of any mortgage or mortgages now or hereinafter placed upon the Living Unit(s); provided, however, that such subordination shall apply only to the assessments which have become due and payable to a sale or transfer of such Living Unit pursuant to a decree of foreclosure, or any other in lieu of foreclosure. Such sale or transfer shall not relieve such Living Unit from liability for any assessments thereafter become due, nor from the lien of any such subsequent assessment.

SECTION 4: Curing of Default – Upon the timely curing of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such Claims for lien; the officers of the Association are hereby authorized to file or record,



as the case may be, an appropriate release of such notice, upon payment by the defaulting Home Owner, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00) to cover the costs of preparing and filing or recording such release.

SECTION 5: Cumulative Remedies – The Assessment lien shall be in addition to all remedies provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association or remedies otherwise provided or permitted by law. The remedies specified are cumulative and not in substitution of other remedies available at law or equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

ARTICLE XI – Miscellaneous Requirements

SECTION 1: Duration – The Covenants and Restrictions of this Declaration shall run with and bind The Property, and shall inure to the benefit of and be enforceable by the Association, Home Owner, or Lot Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Majority, as defined in Article I, Section 1, of the Home Owners of the Living Units has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

SECTION 2: Notices – Any notice required to be sent to any Member or Home Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Home Owner on the records of the Association at the time of such mailing.

SECTION 3: Enforcement – Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants; and failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter.

SECTION 4: Severability – Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions; which shall remain in full force and effect.